BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

FILED
01-02-07
04:59 PM

Order Instituting Rulemaking to Implement the Commission's Procurement Incentive Framework and to Examine the Integration of Greenhouse Gas Emissions Standards into Procurement Policies.	)))))	R.06-04-009 (Filed April 13, 2006)

COMMENTS OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) ON THE PROPOSED DECISION OF PRESIDENT PEEVEY AND ALJ GOTTSTEIN

FRANK J. COOLEY
ANNETTE GILLIAM

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-4880
Facsimile: (626) 302-1935
E-mail: gilliaa@sce.com

Dated: **January 2, 2007**

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE

STATE OF CALIFORNIA

Order Instituting Rulemaking to Implement the Commission's Procurement Incentive Framework and to Examine the Integration of Greenhouse Gas Emissions Standards into Procurement Policies.	)))))	R.06-04-009 (Filed April 13, 2006)

COMMENTS OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) ON THE PROPOSED DECISION OF PRESIDENT PEEVEY AND ALJ GOTTSTEIN

I.

INTRODUCTION

Pursuant to Rule 14.3 of the Commission's Rules of Practice and Procedure, Southern California Edison Company (SCE) submits these Comments of Southern California Edison Company (U 338-E) on the Proposed Decision of President Peevey and ALJ Gottstein, mailed December 13, 2006, and entitled *Interim Opinion on Phase 1 Issues: Greenhouse Gas Emissions Performance Standard* (PD). SCE objects to several provisions in the PD and recommends that the PD be revised in as follows:

- The PD's interpretation of the phrase "New Ownership Investments" has no factual basis or legal foundation and should be changed to conform to the requirements of the law.
- The Commission should allow a modification that increases capacity provided that the emissions rate after the modification is equal to or less than before the modification.

- The PD should provide an upfront and achievable standard, as required by AB57, for judging when multiple contracts of less than five years will be considered circumvention of the EPS rules.
- The PD's prohibition against unspecified contracts of five years or more should be modified.
- The PD's definition of "Covered Procurements" needs revision because it is overbroad and may unlawfully result in the abrogation of existing contracts.
- The PD's application of SB 1368 in the proposed EPS does not comport with the Commerce Clause.

Appendices A and B contain SCE's recommended changes to the Findings of Fact and Conclusions of Law.

II.

DISCUSSION

A. The PD's Interpretation of the Phrase "New Ownership Investments" Has No Factual Basis or Legal Foundation and Should Be Changed to Conform to the Requirements of the Law.

The PD ignores the logical interpretation of the legislative history of the phrase "new ownership investment" that SCE presented in its Opening Comments,[1] yet the PD presents no facts or legal support for its conclusion that the EPS must apply to "new LSE investments in retained baseload generation." The term "investment" is used twice in SB 1368:

---

[1] As SCE explained in its Opening Comments on the Final Staff Report and Proposal:

> Since the original bill included the phrase "ownership investment" and the word "new" was added in June 2006, the addition of the word "new" was intended by the Legislature to include only "new ownership investments" as "long-term financial commitments" and NOT "existing ownership investments." If the Legislature wanted to subject ALL ownership investments to be subject to the EPS, it would not have added the modifying adjective "new" before the term "ownership investment."

Opening Comments of SCE on Final Staff Workshop Report, October 18, 2006, p. 3.

> 8340 (j) "Long-term financial commitment" means either a new ownership ***investment*** in baseload generation or a new or renewed contract with a term of five or more years, which includes procurement of baseload generation.
> …
> 8341 (b)(6) A long-term financial commitment entered into through a contract approved by the commission, for electricity generated by a zero- or low-carbon generating resource that is contracted for, on behalf of consumers of this state on a cost-of-service basis, shall be recoverable in rates, in a manner determined by the commission consistent with Section 380. The commission may, after a hearing, approve an increase from one-half to 1 percent in the ***return on investment*** by the third party entering into the contract with an electrical corporation with respect to ***investment*** in zero- or low-carbon generation resources authorized pursuant to this subdivision.

Rejecting SCE's interpretation, the PD argues:

> Before "new" was added to the definition, "ownership investment" could have been read to include *all* utility retained generation, including those facilities built, repowered and renovated prior to the statute's effective date. This is because "investment" can mean either: the sum which is currently invested; or, the placing or outlay of money for income or profit.[2] Both meanings are commonly used, and we must assume that the Legislature was aware of this potential ambiguity. Absent the word "new" it is unclear as to whether "ownership investment" means: 1) the sum which is currently invested, as in all utility retained generation; or 2) the outlay of money for baseload generation, as in new commitments of money such as repowering and other major renovations to existing facilities. We conclude that the Legislature added "new" to preclude the broader interpretation that would include all utility retained generation and not, as SCE contends to exclude new investments in utility retained generation. … [T]he term "new ownership investment" under SB 1368 encompasses new LSE investments in retained baseload generation.[3]

---

[2] *Merriam-Webster's Collegiate Dictionary,* 10th Ed. (2001) (Tenth Edition), p. 615. Although the PD uses the *Tenth Edition's* definition of "investment," the current print version is the *Eleventh Edition.* The Merriam-Webster Online Dictionary, which is based on the *Eleventh Edition*, defines "investment" as: "the outlay of money usually for income or profit**:** capital outlay; *also***:** the sum invested or the property purchased." http://www.m-w.com/cgi-bin/dictionary

[3] PD, p. 46.

The PD provides no facts to support its assertion that the term "ownership investment" could be read to include "*all* utility retained generation, including those facilities built, repowered and renovated prior to the statute's effective date." The PD's assertion does not comport with the use of "investment" in the statute. In Section 8341(b)(6), the reference to "investment" in the last sentence clearly refers to an "outlay of money." The second reference is in the definition of "long-term financial commitment" and is the definition that the PD is attempting to decipher. The reference to the "return on investment" by a third party in the last sentence of Section 8341(b)(6) refers to something else – an authorized rate of return on the third party's rate base, which is not related to the definition of "investment" with which we are concerned.

Common usage and the law require that statutory language be reasonably interpreted. The Legislature is well aware of the definitions of the terms "facility" or "facilities" and "plant" or "powerplant." In SB 1368, the Legislature uses the term "facility" (or its plural) five times. Similarly, SB 1368 uses the terms "plant" or "powerplant" (or their plurals) 17 times. The PD claims that "we must assume that the Legislature was aware of this potential ambiguity" in the term "ownership investment." If the Legislature thought that use of this term might cause a potential ambiguity, it would not have merely added the word "new" to clear up the possible ambiguity; it would have used a different term for "ownership investment." The Legislature used the term "investment" twice and both times it intended the term to mean "an outlay of money for income or profit." So the proper interpretation of the word "investment" in "ownership investment" must be "an outlay of money for income or profit." That precludes any interpretation that presumes the Legislature thought the term was ambiguous.

The noun "ownership" can mean: (1) the state, relation, or fact of being an owner; or (2) a group or organization of owners.[4] The noun "ownership" is not needed if the Legislature intended the phrase "ownership investment" to have either meaning proposed by the PD. Any

---

[4] The Merriam-Webster Online Dictionary, which is based on the *Eleventh Edition* http://www.m-w.com/cgi-bin/dictionary

"investment" by an LSE must be for something that the LSE itself owns. The Legislature could have used the word "investment" by itself.

Thus, the Legislature must have intended the term "ownership" to differentiate "an outlay of money for income or profit" for an existing plant or facility from "an outlay of money for income or profit" for an "ownership" interest in a new plant or facility. It is more logical to believe that the Legislature thought the revised term "ownership investment" was ambiguous because it did not clarify that the "investment" would have to be for "new ownership" in a new plant or facility. If the Legislature consciously intended the interpretation that the PD proposes, then it could have omitted the term "ownership" entirely. If the Legislature intended "new ownership investment" to mean any "new outlay of money for income or profit" then the use of the word "ownership" is superfluous. The rules of statutory interpretation require that we interpret all the words used and not make any of the words used superfluous.

The policy behind SB 1368 was to prevent investment in new pulverized coal-fired generation plants. The policy was not to shut down existing coal-fired plants. Thus, the Legislature could not have meant to preclude investment in replacement parts or refurbishment of existing parts in an existing pulverized coal-fired generating plant, which are necessary to keep an existing plant running to serve the public. If the Legislature intended such a meaning it would have used words to make it clear that such things as replacement of equipment and repairs to existing plant are included within the scope of the statute. The PD's interpretation of the term "new ownership investments" is therefore wrong and must be corrected to avoid the risk of preventing needed repairs of existing facilities.

B. The Commission Should Allow a Modification that Increases Capacity Provided That the Emissions Rate After the Modification Is Equal To or Less Than Before the Modification.

The PD provides that a new investment in an LSE's own existing baseload powerplant constitutes a "New Ownership Investment."[5] This restriction is overbroad and could result in LSEs refraining from making modifications and repairs that would actually prevent incremental GHG emissions from existing facilities. Such a result is the opposite of that which the Legislature intended to encourage in passing SB 1368.[6]

To show how the proposed focus on an increased nameplate capacity can impede SB 1368's policy of reducing GHG emissions, consider the following hypothetical situation: assume that the owner of a coal fired generation plant decides to replace a piece of aging equipment, and that the new equipment is more efficient and will produce more output from the same coal fuel input as the old equipment for an equivalent time period (*i.e.*, more megawatts and megawatt hours from the same amount of coal). If we follow the proposed rule and the nameplate capacity increases by any amount, the entire unit would be subject to EPS. However, the pulverized coal plant would not pass the EPS. Such a provision would encourage the plant's owner to replace the equipment with less efficient equipment that would not increase the output but would still produce the same amount of GHG for the original fuel input. Thus, as written, the EPS will effectively preclude investment in equipment that would provide more capacity and more energy for the same fuel throughput from our hypothetical plant.[7]

The Commission should allow a modification that increases capacity provided the emissions rate after the modification is equal to or lower than before the modification.

---

5 PD, p. 7; COL 9 at p. 206; Attachment 7 at pp. 2-3.

6 SB 1368, Sections 1(b) and (h).

7 The increased generation output from the resource will displace other generation in the WECC, which will likely have GHG emissions. Accordingly, the investment in new equipment in this case will likely decrease total GHG emissions.

C. The PD Should Provide an Upfront and Achievable Standard, as Required by AB57, For Judging When Multiple Contracts of Less than Five Years will be Considered Circumvention of the EPS Rules.

Finding of Fact 162 (FOF 162) presents problems to LSEs and constitutes legal error because it imposes a new procurement requirement that is not an AB57 upfront achievable standard. FOF 162 states:

> Disclosure of short-term contracts is necessary to ensure that LSEs do not circumvent the EPS rule by entering into a series of contracts with terms of less than five years with the same supplier, resource or facility. Such multiple contracts should be considered a single commitment and must be reviewed as such (e.g., a contract for a three-year term linked to a contract for the following three years must be seen as a single commitment for 6 years).[8]

SCE supports and already complies with the requirement of FOF162 to disclose all of SCE's transactions in the Quarterly Compliance Report. On the other hand, SCE cannot understand what the PD intends by the statement, "a series of contracts with terms of less than five years with the same supplier, resource or facility," or what the PD means by the word "linked." Depending on the intended meaning, SCE and other LSEs may find themselves in a situation where procurement needed to meet Commission and CAISO requirements, or prudent procurement/risk management practices, is impossible or virtually impossible. As one example, only a few suppliers of generation exist in the Los Angeles Basin (L.A. Basin) local area, and SCE's procurement share of the CAISO's generation need in the L.A. Basin is a large percentage of the total amount of L.A. Basin generation. The situation is further compounded because generation ownership in the L.A. Basin is concentrated in just a few large "suppliers." Similar situations exist in other local areas in the state. In these circumstances, as well as in others, it is virtually impossible for SCE to avoid entering into sequential contracts with "the same supplier, resource or facility" for sequential terms.

---

[8] PD, pp. 200-201.

The key question appears to be what elements establish "linkage" between "multiple contracts with the same supplier, resource, or facility." Presumably, if these elements do not exist in such multiple contracts, then "linkage" is not established, and the multiple contracts are not required to meet the EPS. On the other hand, if these elements do exist, the contracts are considered "linked" and the EPS must be satisfied if the combined term equals or exceeds five years. Therefore, SCE needs clarification of FOF 162 and express direction about what the PD intends by the term "linked."

Since the rule on linkage between multiple contracts governs IOU procurement, the requirements of AB57 apply. Among other things, AB57 requires that the procurement plan approved by the Commission "[e]liminate the need for after-the-fact reasonableness reviews of an electrical corporation's actions in compliance with an approved procurement plan, including resulting electricity procurement contracts, practices, and related expenses."[9] The PD, however, establishes an after-the-fact review of IOU procurement contracts to ensure that the EPS is not "circumvented." If the meaning of the PD is not clarified, this "after-the-fact review" would occur in the absence of statutorily required "upfront achievable standards and criteria by which the acceptability and eligibility for rate recovery of a proposed procurement transaction will be known by the electrical corporation prior to the execution of the bilateral contract for the transaction."[10] This is one of the features that may be included in a procurement plan. Additionally, by putting the IOU at risk for procurements in the absence of a clear compliance standard, the PD would conflict with the following statutory requirement:

> [T]he commission may not approve a [procurement plan] feature or mechanism of an electrical corporation if it finds that the feature or mechanism … would lead to a deterioration of an electrical corporation's creditworthiness….[11]

---

[9] Pub. Util. Code section 454.5(d)(2).
[10] Pub. Util. Code 454.5(c)(3).
[11] Pub. Util. Code 454.5(c).

Thus, by not establishing a clear standard as to when the EPS applies to multiple contracts, the PD is inconsistent with AB57.

Many "elements" define a power contract beyond just the "supplier, resource, or facility," and the PD is unclear whether it intends any of these other elements be used to determine if multiple contracts were "linked." The following is a partial list of elements in typical power contracts: supplier, parent company of supplier (providing a guarantee), quantity, date of execution, initial delivery date, end delivery date, delivery hours (e.g., on-peak or all hours), delivery point, dispatchability, limits on start-ups, energy production limits, responsibility for gas supply, fixed price, variable price components, responsibility for generator outages, collateral requirements, generation source (if specified), location of the generation source, ability of the supplier to substitute if the primary generation source is undergoing an outage, etc.[12] Which of these and other elements, if any, would the PD apply to determine whether multiple contracts are "linked"?

Rather than wade into the morass of examining numerous contract terms, SCE proposes that, if two contracts are "independent" of each other, the Commission should not consider them to be "linked." Two contracts are "independent" of each other if selection of one does not require selection of the other. That is, in order to be selected, each contract in a series of multiple contracts must "win on the merits."

As a alternative to the foregoing suggested definition, the Commission could also consider multiple contracts to be "linked" only under the following circumstances: (1) the contracts specify the same generating unit as the primary source and the gap in contract execution dates is 6 months or less; or (2) the contracts do not specify the generation source, are with the same supplier, specify the same delivery point, and are executed within 24 hours. These criteria are clear, would not be unduly burdensome to implement in practice, and should be sufficient to achieve the PD's objective. Criterion (1) is meant to apply to RFOs, which are

---

[12] Another element of potential relevance, which is not per se associated with the contract, is the manner in which the contract was formed – e.g., entered into through an RFO process, a broker, or bilaterally.

typically conducted several months apart. If the same generation unit wins on the merits in multiple RFOs, then most likely that unit does not have many competitive alternatives. Criterion (2) is meant to apply to RFOs and to day-to-day procurement activities in traded markets. SCE conducts approximately 20,000 transactions per year in traded markets. Most transactions are considered "short-term" under SCE's procurement plan but might, because of "linkage," be construed to be multiple transactions under the EPS rules equaling or exceeding five years in combined term. In SCE's view, the Commission should not try to capture short-term transactions in traded markets by applying the "linkage" concept.

SCE is not in a position to submit multiple contracts that might be construed to be "linked" to the Commission for review and pre-approval. This is because offers remain open for only a very short period of time (minutes for traded products and perhaps 24 hours in a RFO process). SCE suggests the following changes to FOF 162 to establish an upfront achievable standard for LSEs:

> Disclosure of short-term contracts is necessary to ensure that LSEs do not circumvent the EPS rule by entering into a series of contracts with terms of less than five years with the same supplier, resource or facility. Such multiple contracts should be considered a single commitment and must be reviewed as such (e.g., a contract for a three-year term linked to a contract for the following three years must be seen as a single commitment for 6 years) **if the selection and execution of any of the contracts in the series required the selection and execution of some or all of the others in the series**. Emphasis added to show additional text.

D. The PD's Prohibition against Unspecified Contracts of Five Years or More Should Be Modified.

SCE considers the prohibition against unspecified contracts of five years or more and the determination of what constitutes "linked" contracts to be inseparable. If the Commission rejects SCE's proposed upfront and achievable standard in Section II.C and considers separate contracts with the "same supplier, resource or facility" to include unit contingent, unspecified, or a combination of these two to be subject to the EPS requirements if back-to-back contracts exceed

five years, then the prohibition against unspecified contracts greater than five years must be eliminated in order to prevent significant economic harm to customers. Contracts with unspecified sources are commonly used to hedge energy procurement risk and eliminate, cost effectively, long and short positions in the portfolio. The vast majority of these individual transactions have terms of less than five years, so a simple prohibition on a delivery term of five years or more would not have an adverse impact on ratepayers or on the operation of the wholesale market. As revealed in response to a data request and referenced in the PD,[13] SCE has not entered into an unspecified contract greater than five years since reentering the procurement function in 2003 and has no intention of doing so in the near term. However, if the back-to-back "linkage" rule is applied to multiple unspecified contracts of less than-five years, then the prohibition on five year or longer contracts with unspecified sources could have a significant costly impact on ratepayers.

SCE would have to select more costly transactions until some period of time was achieved to reset the five-year "clock." This could include the original supplier selling to an intermediary solely for the benefit of creating a clean sheet with no impact on the GHG EPS, which would result in increased costs to SCE's customers to "sleeve" the transaction. This would result in no discernable benefit. Simply eliminating these products from LSEs' portfolios would unnecessarily harm the LSEs' customers and provide no benefit toward reducing GHG emissions.

E. The PD's Definition of "Covered Procurements" in the EPS Needs Revision Because It Is Overbroad and May Unlawfully Result in the Abrogation of Existing Contracts.

By misinterpreting the term "new ownership investment," as discussed in Section II.A, the PD's definition of "covered procurements" in the EPS becomes overbroad, because it may

---

[13] ?

impair existing contracts in an "LSE's own existing, non-CCGT baseload powerplant." The PD's definition provides, in pertinent part, that "covered procurements" include:

> New investments in the LSE's own existing, non-CCGT baseload powerplants that are: 1) intended to extend the life of one or more units by five years or more, 2) result in a net increase in the rated capacity of the powerplant, or 3) intended to convert a non-baseload plant to a baseload plant … PD, Attachment 7, pp. 2-3.

This provision may violate the impairment of contracts restrictions of the United States and California State Constitutions,[14] if it is interpreted and applied to prohibit an LSE from fulfilling its obligations under existing contracts with third-party co-owners of a baseload powerplant for financial investments required to maintain the powerplant for the term of the existing contract or the intended life of the plant.

The Commission may not have realized that this provision, as written, will cause a problem for SCE. SCE has a 48% co-tenancy interest in most of the Four Corners Project.[15] The co-tenancy agreement has a term of 50 years, which ends in 2016. This is a valid contract that imposes legal obligations on SCE. One of those obligations is the requirement to make financial investments in the Four Corners facility in accordance with an operating agreement among the co-owners. Thus, SCE has a commitment to the Four Corners Project for almost 10 more years. The terms of the Co-Tenancy and Operating Agreements to which the co-owners are parties generally provide that each participant in the Project is obligated for their pro rata share of the costs of Capital Additions, Capital Betterments, or Capital Replacements, as those terms are defined in the respective agreements. Some of these investments may have a life greater than five years.

Under the general definition of "covered procurements" in the PD, SCE could be precluded from fulfilling its contractual obligation to contribute financially to replacement of equipment items that would extend the life of the plant by at least five years or that would

---

[14] *See* U. S. Const. Article I, Section 10, and Ca Const. Article 1, Section 9.

[15] Excluding the Common Facilities, the Switchyard Facilities, the New Facilities, the Related Facilities not included in the New Facilities, and the Reserve Auxiliary Power Source.

increase the rated capacity of the plant. Since expenditures of major equipment items are amortized at terms generally greater than five years, SCE could be prohibited from performing its contractual obligations to contribute to such financial investments or may fear the repercussions of doing so. Moreover, if a part of the power production train requires replacement, the newer piece of equipment will probably have a higher efficiency than the old item, which would likely increase the rated capacity of the powerplant. Thus, under the current proposed definition of "Covered Procurements," any major expense that SCE incurs under the terms of its contracts related to the Four Corners Project could be prohibited by the proposed EPS, because the Four Corners Project arguably could not satisfy the EPS.

If the Commission's EPS prohibits SCE from fulfilling its contractual obligation to pay the costs required to maintain the Four Corners Project in operating condition, the Commission's EPS rules would impair SCE's contractual obligations, subject it to a possible lawsuit for breach of contract, and thereby violate the Federal and state constitutions. One solution to the problem would be to clarify that the EPS does not apply to contracts on existing baseload powerplants or to provide an exemption for LSEs that co-own existing generating plants with third parties with whom they have contractual obligations to pay for ongoing expenses. SCE suggests the following modification to the PD to solve this problem:

> **Except for financial contributions required by contracts with third-party co-owners, n**ew investments in the LSE's own existing, non-CCGT baseload powerplants that are: 1) intended to extend the life of one or more units by five years or more, 2) result in a net increase in the rated capacity of the powerplant, or 3) intended to convert a non-baseload plant to a baseload plant, …
> PD, Attachment 7, pp. 2-3.

F. The PD's Application of SB 1368 in the Proposed EPS does not Comport With the Commerce Clause.[16]

The practical effect of the EPS – or at least the admitted objective – is to force out-of-state generators to bring their facilities into compliance with California's standards. This will affect transactions wholly outside the State because, as a practical matter, an individual facility would need to employ the same method of production for electricity destined to be sold in other states.[17] The supposition that the affected facilities would not sell electricity to the huge California market at all is both factually illusory and legally irrelevant. Courts have repeatedly struck down state laws that burden interstate commerce by conditioning access to the local market on compliance with local environmental policies − even when the state law is expressed as a limit on conduct by its own citizens.[18] In contrast, *Gravquick A/S v. Trimble Navigation International Ltd.* (9th Cir. 2003) 323 F.3d 1219, upon which the PD relies,[19] is not even a Commerce Clause case – it simply enforced a voluntary choice of law clause providing for the application of California law to the contract.[20] There was no showing that any nonparties outside of California were affected.

---

16 SCE raised its Commerce Clause concerns in the Performance Incentive Framework phase of R.04-04-003 and reasserts those arguments in this proceeding simply to preserve its legal rights. See SCE's Comments on Draft Decision on Procurement Incentive Framework, February 2, 2006, pp. 5-8; Comments of the Energy Producers and Users Coalition on Draft Decision on Procurement Incentives Framework, February 2, 2006, pp. 6-7. See also SCE's Application for Rehearing of Decision 02-06-070, March 20, 2006, pp. 2-3.

17 In contrast, in *National Electrical Manufacturers Association v. Sorrell* (2d Cir. 2001) 272 F.3d 104 (cited in the Opinion, *mimeo*, p. 170 n.260), the Court upheld a Vermont labeling regulation where out-of-state manufacturer could comply with Vermont's requirement for goods shipped to Vermont, while following a different course for goods distributed elsewhere.

18 E.g. *National Solid Waste Management Ass'n* (7th Cir. 1995) 63 F.3d 652, 654-62; *Hazardous Waste Treatment of Council v. State of South Carolina* (4th Cir. 1991) 945 F.2d 781, 785, 791-92; *Hardage v. Atkins* (10th Cir. 1980) 619 F.2d 871, 872. See also *Great Atl. & Pac. Tea Co. v. Cottrell* (1976) 424 U.S. 366.

19 PD, pp. 168-169.

20 *Gravquick A/S v. Trimble Navigation International Ltd.*, 323 F.3d at 1242-44.

III.

CONCLUSION

SCE respectfully submits these Comments and urges the Commission to modify the PD as described herein.

Respectfully submitted,

FRANK J. COOLEY
ANNETTE GILLIAM

/S/ ANNETTE GILLIAM
By: Annette Gilliam

Attorneys for
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Avenue
Post Office Box 800
Rosemead, California 91770
Telephone: (626) 302-4880
Facsimile: (626) 302-1935
E-mail:GILLIAA@sce.com

October 17, 2006

APPENDIX A

SCE'S RECOMMENDED CHANGES TO THE FINDINGS OF FACT

SCE suggests that the PD be modified to delete the language that is stricken through and to add the language that is underlined in the following Findings of Fact:

17. Under the provisions of SB 1368, an LSE does not enter into the types of commitments with "retained generation" (i.e., existing baseload facilities owned by the LSE to serve its load) that would trigger the requirement to comply with the EPS, absent additional ownership investment.

~~26. SCE's assertion that the absence of a comma in the phrase "new ownership investment" mandates their reading is incorrect based on the rules of grammar described in several sources of grammatical usage. According to those sources, a comma would only be necessary if one could substitute the phrase "ownership, new investment" for the phrase "new, ownership investment" without affecting the meaning, which is not the case for the phrase "new ownership investment." These authorities also establish that no comma is required for this phrase, since the first adjective ("new") modifies the idea expressed by the combination of the second adjective and the noun ("ownership investment").~~

27. As discussed in this decision, SCE's reading of § 8341(b)(6) in support of its interpretation ~~is contrary to~~ comports with the plain meaning of the statute~~, which explicitly prohibits LSE's from entering into long-term commitments that fail to comply with the EPS~~.

28. We conclude from the legislative history that the Legislature added "new" to only subject new investments to the EPS that are also new ownership interests ~~preclude the broader interpretation that would include all utility retained generation and not, as SCE contends, to exclude new investments in utility retained generation~~.

~~29. SB 1368 does not specify what types of new investments made by an LSE in retained generation would trigger the EPS.~~

~~33. Defining the EPS trigger to include LSE investments in retained generation intended to (1) extend the life of one or more units of an existing busload powerplant for five years or more, or (2) that result in a net increase in the existing rated capacity of that powerplant, is a workable definition that is consistent with the objectives of SB 1368.~~

~~34. Defining the EPS trigger in this manner covers "repowering" as the term is generally used in the industry, which is the type of investment in retained generation that staff and most parties agree should be included under the definition of new ownership investments.~~

162. Disclosure of short-term contracts is necessary to ensure that LSEs do not circumvent the EPS rule by entering into a series of contracts with terms of less than five years with the same supplier, resource or facility. Such multiple contracts should be considered a single commitment and must be reviewed as such (e.g., a contract for a three-year term linked to a contract for the following three years must be seen as a single commitment for 6 years) <u>if the selection and execution of any of the contracts in the series required the selection and execution of some or all of the others in the series</u>.

~~186. Any shift towards or away from out-of-state resources is speculative at this point, and could not possibly indicate discriminatory intent.~~

~~187. The EPS does not give California firms any competitive advantage over out-of-state firms.~~

APPENDIX B

SCE'S RECOMMENDED CHANGES TO THE CONCLUSIONS OF LAW

SCE suggests that the PD be modified to delete the language that is stricken through and to add the language that is underlined in the following Conclusions of Law:

6. SCE's interpretation of "new ownership investment" ~~to~~ only to encompass an investment in baseload generation that is *also* a new ownership interest is ~~not~~ reasonable for the reasons discussed in this decision, and should be ~~rejected~~ adopted.

7. We conclude from our reading of SB 1368 that the term "new ownership investment" under SB 1368 encompasses only new LSE ownership investments in retained baseload generation.

9. For the reasons discussed in this decision, we conclude that it is reasonable and consistent with the direction of SB 1368 to apply the EPS to the following "covered procurements": (1) New ownership investments in baseload generation made by an LSE, defined as: (a) Investments in new baseload powerplant (new construction), or (b) Acquisition of new or additional ownership interest in existing baseload powerplant previously owned by others, or (c) ~~New investments in the LSE's own existing, non-CCGT baseload powerplants that are: (i) intended to extend the life of one or more units by five years or more, (ii) result in a net increase in the rated capacity of the powerplant, or (iii) intended to convert a non-baseload plant to a baseload plant, or (d)~~ Units added to a deemed-compliant CCGT powerplant that result in an increase of 50 MW or more to the powerplant's rated capacity (the LSE owner need only show that the added units meet the EPS), or (2) New contract commitments (including renewal contracts) of five years or greater by an LSE with: (a) baseload generation facilities, unless those facilities represent deemed-compliant CCGT powerplants, or (b) any deemed-compliant CCGT powerplant that added units resulting in an increase of 50 MW or more to the powerplant's rated capacity. (The contracting

LSE need only show that the added units meet the EPS.) 54. Neither SB 1368 nor the Commission's implementation of it conflict with federal foreign policy.

~~58. The Commerce Clause protects the interstate market, not particular interstate firms, from prohibitive or burdensome regulations.~~

~~59. The Commerce Clause does not require California to protect the pecuniary interests of out-of-state coal burners.~~

~~60. The EPS is an evenhanded regulation that lacks discriminatory intent or effect.~~

~~61. Whether one geographic region is impacted more than another is not relevant to a dormant Commerce Clause analysis; what is relevant is whether there is an improper discrimination against electricity produced outside California, as compared with electricity produced inside California.~~

~~63. The "burdens" on interstate commerce, alleged by CEED and others, are not "clearly excessive" in light of the substantial local benefits of the EPS.~~

~~64. Extraterritorial regulation means regulation that impacts commerce that occurs "wholly" outside the state.~~

~~65. Simply because regulation of sales to California LSEs by the EPS may affect the costs or profit of an out-of-state generation company does not make the regulation extraterritorial.~~

~~66. The EPS does not have an impermissible extraterritorial reach.~~

~~67. The EPS is valid under the dormant Commerce Clause.~~

CERTIFICATE OF SERVICE

I hereby certify that, pursuant to the Commissioner's Rules of Practice and Procedure, I have this day served a true copy of COMMENTS OF SOUTHERN CALIFORNIA EDISON COMPANY (U 338-E) ON THE PROPOSED DECISION OF PRESIDENT PEEVEY AND ALJ GOTTSTEIN on all parties identified in the attached service list(s).

Transmitting the copies via e-mail to all parties who have provided an e-mail address. First class mail will be used if electronic service cannot be effectuated.

Executed this **2nd day of January, 2007**, at Rosemead, California.

/S/ RAQUEL IPPOLITI
Raquel Ippoliti
Project Analyst
SOUTHERN CALIFORNIA EDISON COMPANY

2244 Walnut Grove Ave.
Post Office Box 800
Rosemead, California 91770

CASE ADMINISTRATION
CASE ADMINISTRATION
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVE., RM. 370
ROSEMEAD, CA 91770
R.06-04-009

MICHAEL ALCANTAR
ATTORNEY AT LAW
ALCANTAR & KAHL LLP
120 MONTGOMERY STREET, SUITE 2200
SAN FRANCISCO, CA 94114
R.06-04-009

MAHLON ALDRIDGE
ECOLOGY ACTION, INC.
PO BOX 1188
SANTA CRUZ, CA 95060
R.06-04-009

JASMIN ANSAR
PG&E
PO BOX 770000
SAN FRANCISCO, CA 94177
R.06-04-009

E. JESUS ARREDONDO
DIRECTOR, REGULATORY AND GOVERNMENTAL
NRG ENERGY, INC.
4600 CARLSBAD BLVD.
CARLSBAD, CA 99208
R.06-04-009

BARBARA R. BARKOVICH
BARKOVICH & YAP, INC.
44810 ROSEWOOD TERRACE
MENDOCINO, CA 95460
R.06-04-009

LARRY BARRETT
BARRETT CONSULTING SERVICES
AOL
PO BOX 60429
COLORADO SPRINGS, CO 80960
R.06-04-009

CURT BARRY
717 K STREET, SUITE 503
SACRAMENTO, CA 95814
R.06-04-009

R. THOMAS BEACH
CROSSBORDER ENERGY
2560 NINTH STREET, SUITE 213A
BERKELEY, CA 94710
R.06-04-009

C. SUSIE BERLIN
ATTORNEY AT LAW
MC CARTHY & BERLIN, LLP
100 PARK CENTER PLAZA, SUITE 501
SAN JOSE, CA 95113
R.06-04-009

CLARK BERNIER
RLW ANALYTICS
1055 BROADWAY, SUITE G
SONOMA, CA 95476
R.06-04-009

B.B. BLEVINS
EXECUTIVE DIRECTOR
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET, MS-39
SACRAMENTO, CA 95814
R.06-04-009

GREG BLUE
140 MOUNTAIN PKWY.
CLAYTON, CA 94517
R.06-04-009

WILLIAM H. BOOTH
ATTORNEY AT LAW
LAW OFFICE OF WILLIAM H. BOOTH
1500 NEWELL STREET, 5TH FLOOR
WALNUT CREEK, CA 94596
R.06-04-009

KEVIN BOUDREAUX
CALPINE POWER AMERICA-CA, LLC
717 TEXAS AVENUE, SUITE 1000
HOUSTON, TX 77002
R.06-04-009

KYLE BOUDREAUX
FPL GROUP
700 UNIVERSE BLVD., JES/JB
JUNO BEACH, FL 33408
R.06-04-009

KAREN BOWEN
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET
SAN FRANCISCO, CA 94111
R.06-04-009

DAVID BRANCHCOMB
BRANCHCOMB ASSOCIATES, LLC
9360 OAKTREE LANE
ORANGEVILLE, CA 95662
R.06-04-009

GLORIA BRITTON
ANZA ELECTRIC COOPERATIVE, INC.
PO BOX 391909
ANZA, CA 92539
R.06-04-009

DONALD BROOKHYSER
ATTORNEY AT LAW
ALCANTAR & KAHL
120 MONTGOMERY STREET
Cogeneration Association of California
SAN FRANCISCO, CA 94104
R.06-04-009

DOUGLAS BROOKS
NEVADA POWER COMPANY
6226 WEST SAHARA AVENUE
SIERRA PACIFIC POWER COMPANY
LAS VEGAS, NV 89151
R.06-04-009

ANDREW B. BROWN
ELLISON, SCHNEIDER & HARRIS, LLP
2015 H STREET
SACRAMENTO, CA 95814
R.06-04-009

VERONIQUE BUGNION
POINT CARBON
205 SEVERN RIVER RD
SEVERNA PARK, MD 21146
R.06-04-009

DALLAS BURTRAW
1616 P STREET, NW
WASHINGTON, DC 20036
R.06-04-009

OLOF BYSTROM
DIRECTOR, WESTERN ENERGY
CAMBRIDGE ENERGY RESEARCH
ASSOCIATES
555 CALIFORNIA STREET, 3RD FLOOR
SAN FRANCISCO, CA 94104
R.06-04-009

Eugene Cadenasso
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
AREA 4-A
SAN FRANCISCO, CA 94102-3214
R.06-04-009

IAN CARTER
INTERNATIONAL EMISSIONS TRADING
ASSN.
350 SPARKS STREET, STE. 809
OTTAWA, ON K1R 7S8
CANADA
R.06-04-009

SHERYL CARTER
NATURAL RESOURCES DEFENSE COUNCIL
111 SUTTER STREET, 20TH FLOOR
SAN FRANCISCO, CA 94104
R.06-04-009

Theresa Cho
ATTORNEY AT LAW
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214
R.06-04-009

JENNIFER CHAMBERLIN
STRATEGIC ENERGY
2633 WELLINGTON CT.
CLYDE, CA 94520
R.06-04-009

AUDREY CHANG
NATURAL RESOURCES DEFENSE COUNCIL
111 SUTTER STREET, 20TH FLOOR
SAN FRANCISCO, CA 94104
R.06-04-009

DAREN CHAN
PO BOX 770000, MAIL CODE B9A
SAN FRANCISCO, CA 94177
R.06-04-009

BILL CHEN
CONSTELLATION NEWENERGY, INC.
2175 N. CALIFORNIA BLVD., SUITE 300
WALNUT CREEK, CA 94596
R.06-04-009

CLIFF CHEN
UNION OF CONCERNED SCIENTIST
2397 SHATTUCK AVENUE, STE 203
BERKELEY, CA 94704
R.06-04-009

BRIAN K. CHERRY
REGULATORY RELATIONS
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000 B10C
SAN FRANCISCO, CA 94177--0001
R.06-04-009

ALAN COMNES
NRG ENERGY
1819 ASTON STREET, SUITE 105
CARLSBAD, CA 92008
R.06-04-009

LISA A. COTTLE
ATTORNEY AT LAW
WINSTON & STRAWN, LLP
101 CALIFORNIA STREET, SUITE 3900
SAN FRANCISCO, CA 94111-5894
R.06-04-009

RICHARD COWART
REGULATORY ASSISTANCE PROJECT
50 STATE STREET, SUITE 3
MONTPELIER, VT 5602
R.06-04-009

BRIAN T. CRAGG
ATTORNEY AT LAW
GOODIN MACBRIDE SQUERI RITCHIE & DAY LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
R.06-04-009

HOLLY B CRONIN
ASSOC. HEP UTILITIES ENGINEER
CALIFORNIA DEPARTMENT OF WATER RESOURCES
3310 EL CAMINO AVE., LL-90
SACRAMENTO, CA 95821
R.06-04-009

SEBASTIEN CSAPO
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000
SAN FRANCISCO, CA 94177
R.06-04-009

THOMAS DARTON
PILOT POWER GROUP, INC.
9320 CHESAPEAKE DRIVE, SUITE 112
SAN DIEGO, CA 92123
R.06-04-009

KYLE L. DAVIS
PACIFICORP
825 NE MULTNOMAH,
PORTLAND, OR 97232
R.06-04-009

Matthew Deal
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
AREA 4-A
SAN FRANCISCO, CA 94102-3214
R.06-04-009

LISA DECARLO
STAFF COUNSEL
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET MS-14
SACRAMENTO, CA 95814
R.06-04-009

LISA DECKER
COUNSEL
CONSTELLATION ENERGY GROUP INC
111 MARKET PLACE, SUITE 500
BALTIMORE, MD 21202
R.06-04-009

PAUL DELANEY
AMERICAN UTILITY NETWORK (A.U.N.)
10705 DEER CANYON DRIVE
ALTA LOMA, CA 91737
R.06-04-009

LEONARD DEVANNA
EXECUTIVE VICE PRESIDENT
CLEAN ENERGY SYSTEMS, INC.
11330 SUNCO DRIVE, SUITE A
RANCHO CORDOVA, CA 95742
R.06-04-009

WILLIAM F. DIETRICH
DIETRICH LAW
2977 YGNACIO VALLEY ROAD, 613
WALNUT CREEK, CA 94598-3535
R.06-04-009

TREVOR DILLARD
SIERRA PACIFIC POWER COMPANY
6100 NEIL ROAD
RENO, NV 89520
R.06-04-009

DANIEL W. DOUGLASS
ATTORNEY AT LAW
DOUGLASS & LIDDELL
21700 OXNARD STREET, SUITE 1030
WOODLAND HILLS, CA 91367-8102
R.06-04-009

PIERRE H. DUVAIR
CALIFORNIA ENERGY COMMISSION
1516 NINTH STREET, MS-41
SACRAMENTO, CA 95814
R.06-04-009

HARVEY EDER
PUBLIC SOLAR POWER COALITION
1218 12TH ST., 25
SANTA MONICA, CA 90401
R.06-04-009

DENNIS M.P. EHLING
KIRKPATRICK & LOCKHART NICHOLSON GRAHAM
10100 SANTA MONICA BLVD., 7TH FLOOR
LOS ANGELES, CA 90067
R.06-04-009

SHAUN ELLIS
2183 UNION STREET
SAN FRANCISCO, CA 94123
R.06-04-009

STEVE ENDO
PASADENA DEPARTMENT OF WATER & POWER
150 S. LOS ROBLES
PASADENA, CA 91101
R.06-04-009

SAEED FARROKHPAY
FEDERAL ENERGY REGULATORY COMMISSION
110 BLUE RAVINE RD., SUITE 107
FOLSOM, CA 95630
R.06-04-009

DIANE I. FELLMAN
ATTORNEY AT LAW
FPL ENERGY, LLC
234 VAN NESS AVENUE
SAN FRANCISCO, CA 94102
R.06-04-009

Julie A Fitch
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
EXECUTIVE DIVISION ROOM 5203
SAN FRANCISCO, CA 94102-3214
R.06-04-009

MICHEL PETER FLORIO
SENIOR ATTORNEY
THE UTILITY REFORM NETWORK (TURN)
711 VAN NESS AVENUE, SUITE 350
SAN FRANCISCO, CA 94102
R.06-04-009

ORLANDO B. FOOTE
HORTON, KNOX, CARTER & FOOTE
895 BROADWAY STREET
EL CENTRO, CA 92243-2341
R.06-04-009

JONATHAN FORRESTER
PACIFIC GAS AND ELECTRIC COMPANY
245 MARKET STYREET, ROOM 1373A
SAN FRANCISCO, CA 94105
R.06-04-009

KEVIN FOX
STOEL RIVES LLP
900 SW FIFTH AVENUE, SUITE 2600
PORTLAND, OR 97204
R.06-04-009

MATTHEW FREEDMAN
ATTORNEY AT LAW
THE UTILITY REFORM NETWORK
711 VAN NESS AVENUE, SUITE 350
SAN FRANCISCO, CA 94102
R.06-04-009

NORMAN J. FURUTA
ATTORNEY AT LAW
DEPARTMENT OF THE NAVY
333 MARKET ST. 10TH FLOOR
SAN FRANCISCO, CA 94105-2195
R.06-04-009

JOHN GALLOWAY
UNION OF CONCERNED SCIENTISTS
2397 SHATTUCK AVENUE, SUITE 203
BERKELEY, CA 94704
R.06-04-009

JEDEDIAH J. GIBSON
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS LLP
2015 H STREET
SACRAMENTO, CA 95814
R.06-04-009

ANNETTE GILLIAM
SCE LAW DEPARTMENT
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770
R.06-04-009

JULIE GILL
EXTERNAL AFFAIRS MANAGER
CAISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

HOWARD V. GOLUB
NIXON PEABODY LLP
TWO EMBARCADERO CENTER, STE. 2700
SAN FRANCISCO, CA 94111-3996
R.06-04-009

HAYLEY GOODSON
ATTORNEY AT LAW
THE UTILITY REFORM NETWORK
711 VAN NESS AVENUE, SUITE 350
SAN FRANCISCO, CA 94102
R.06-04-009

MEG GOTTSTEIN
Administrative Law Judge
CALIFORNIA PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE ROOM 2106
ROOM 5044
SAN FRANCISCO, CA 94102-3214
R.06-04-009

MEG GOTTSTEIN
ADMINISTRATIVE LAW JUDGE
CALIF PUBLIC UTILITIES COMMISSION
PO BOX 210/21496 NATIONAL STREET
VOLCANO, CA 95689
R.06-04-009

JEFFREY P. GRAY
ATTORNEY AT LAW
DAVIS WRIGHT TREMAINE
505 MONTGOMERY STREET
SAN FRANCISCO, CA 94111-6533
R.06-04-009

KAREN GRIFFIN
EXECUTIVE OFFICE
CALIFORNIA ENERGY COMMISSION
1516 9TH STREET, MS 39
SACRAMENTO, CA 95814
R.06-04-009

ANN G. GRIMALDI
MCKENNA LONG & ALDRIDGE LLP
101 CALIFORNIA STREET, 41ST FLOOR
Center for Energy and Economic Development
SAN FRANCISCO, CA 94111
R.06-04-009

YVONNE GROSS
REGULATORY POLICY MANAGER
SEMPRA ENERGY
101 ASH STREET, HQ08C
SAN DIEGO, CA 92101
R.06-04-009

ELSTON K. GRUBAUGH
IMPERIAL IRRIGATION DISTRICT
333 EAST BARIONI BLVD.
IMPERIAL, CA 92251
R.06-04-009

ERIC GUIDRY
WESTERN RESOURCE ADVOCATES
2260 BASELINE ROAD, SUITE 200
BOULDER, CO 80304
R.06-04-009

TOM HAMILTON
MANAGING PARTNER
ENERGY CONCIERGE SERVICES
321 MESA LILA RD
GLENDALE, CA 91208
R.06-04-009

GEORGE HANSON
ASSISTANT GENERAL MANAGER
CITY OF CORONA
730 CORPORATION YARD WAY
CORONA, CA 92880
R.06-04-009

ARNO HARRIS
PO BOX 6903
SAN RAFAEL, CA 94903
R.06-04-009

AUDRA HARTMANN
LS POWER DEVELOPMENT
980 NINTH STREET, SUITE 1420
SACRAMENTO, CA 95814
R.06-04-009

KERRY HATTEVIK
MIRANT CORPORATION
696 WEST 10TH STREET
PITTSBURG, CA 94565
R.06-04-009

LYNN M. HAUG
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS, LLP
2015 H STREET
SACRAMENTO, CA 95814-3109
R.06-04-009

MARCEL HAWIGER
ATTORNEY AT LAW
THE UTILITY REFORM NETWORK
711 VAN NESS AVENUE, SUITE 350
SAN FRANCISCO, CA 94102
R.06-04-009

DANIEL M HECHT
ASSOCIATE GENERAL COUNSEL
SEMPRA ENERGY TRADING CORP.
58 COMMERCE ROAD
STAMFORD, CT 6902
R.06-04-009

RICHARD HELGESON
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

225 S. LAKE AVE., SUITE 1250
PASADENA, CA 91101
R.06-04-009

TIM HEMIG
DIRECTOR
REGIONAL ENVIRONMENTAL BUSINESS
NRG ENER
4600 CARLSBAD BLVD.
CARLSBAD, CA 92008
R.06-04-009

CHRISTOPHER HILEN
ATTORNEY AT LAW
DAVIS, WRIGHT TREMAINE, LLP
ONE EMBARCADERO CENTER, SUITE 600
SAN FRANCISCO, CA 94111
R.06-04-009

DENISE HILL
DIRECTOR
4004 KRUSE WAY PLACE, SUITE 150
LAKE OSWEGO, OR 97035
R.06-04-009

GARY HINNERS
RELIANT ENERGY, INC.
PO BOX 148
HOUSTON, TX 77001-0148
R.06-04-009

Suzy Hong
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5125
SAN FRANCISCO, CA 94102-3214
R.06-04-009

NATALIE L HOCKEN
SENIOR COUNSEL
PACIFICORP
825 NE MULTNOMAH SUITE 1800
PORTLAND, OR 97232
R.06-04-009

ANDREW HOERNER
REDEFINING PROGRESS
1904 FRANKLIN STREET, 6TH FLOOR
OAKLAND, CA 94612
R.06-04-009

STEVEN HUHMAN
MORGAN STANLEY CAPITAL GROUP INC.
2000 WESTCHESTER AVENUE
PURCHASE, NY 10577
R.06-04-009

TAMLYN HUNT
COMMUNITY ENVIRONMENTAL COUNCIL
26 W. ANAPAMU ST., 2/F
SANTA BARBARA, CA 93101
R.06-04-009

MICHAEL HYAMS
SAN FRANCISCO PUBLIC UTILITIES COMM
1155 MARKET ST., 4/F
SAN FRANCISCO, CA 94103
R.06-04-009

JUDITH IKLE
CALIFORNIA PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE RM 4012
SAN FRANCISCO, CA 94102
R.06-04-009

AKBAR JAZAYERI
SOUTHERN CALIFORNIA EDISON COMPANY
2244 WALNUT GROVE AVENUE
ROSEMEAD, CA 91770
R.06-04-009

BRUNO JEIDER
BURBANK WATER AND POWER
164 WEST MAGNOLIA BOULEVARD
BURBANK, CA 91502
R.06-04-009

JOHN JENSEN
PRESIDENT
MOUNTAIN UTILITIES
PO BOX. 205
PO BOX. 205
KIRKWOOD, CA 95646
R.06-04-009

CAROL JOLLY
PO BOX 585
CHESTERFIELD, MA 1012
R.06-04-009

BRIAN M. JONES
M.J. BRADLEY & ASSOCIATES, INC.
47 JUNCTION SQUARE DRIVE
CONCORD, MA 1742
R.06-04-009

MARC D. JOSEPH
ATTORNEY AT LAW
ADAMS BROADWELL JOSEPH & CARDOZO
601 GATEWAY BLVD., STE. 1000
SOUTH SAN FRANCISCO, CA 94080
R.06-04-009

Sara M. Kamins
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
AREA 4-A
SAN FRANCISCO, CA 94102-3214
R.06-04-009

EVELYN KAHL
ATTORNEY AT LAW
ALCANTAR & KAHL LLP
120 MONTGOMERY STREET, SUITE 2200
SAN FRANCISCO, CA 94104
R.06-04-009

JOSEPH KARP
ATTORNEY AT LAW
WINSTON & STRAWN LLP
101 CALIFORNIA STREET
SAN FRANCISCO, CA 94104-1513
R.06-04-009

CURTIS KEBLER
GOLDMAN, SACHS & CO.
2121 AVENUE OF THE STARS
LOS ANGELES, CA 90067
R.06-04-009

CAROLYN KEHREIN
ENERGY MANAGEMENT SERVICES
1505 DUNLAP COURT
DIXON, CA 95620-4208
R.06-04-009

ALEXIA C KELLY
THE CLIMATE TRUST
65 SW YAMHILL STREET, SUITE 400
PORTLAND, OR 97204
R.06-04-009

STEVEN KELLY
INDEPENDENT ENERGY PRODUCERS ASSN
1215 K STREET, SUITE 900
SACRAMENTO, CA 95814-3947
R.06-04-009

KHURSHID KHOJA
ASSOCIATE
THELEN REID & PRIEST, LLP
101 SECOND STREET, SUITE 1800
SAN FRANCISCO, CA 94105
R.06-04-009

DANIEL A. KING
SEMPRA ENERGY
101 ASH STREET, HQ13
SAN DIEGO, CA 92101
R.06-04-009

GREGORY S.G. KLATT
DOUGLASS & LIDDELL
Alliance for Retail Energy Markets
21700 OXNARD STREET, SUITE 1030
WOODLAND, CA 91367-8102
R.06-04-009

GREGORY KOISER
CONSTELLATION NEW ENERGY, INC.
350 SOUTH GRAND AVENUE, SUITE 3800
LOS ANGELES, CA 90071
R.06-04-009

AVIS KOWALEWSKI
CALPINE CORPORATION
3875 HOPYARD ROAD, SUITE 345
PLEASANTON, CA 94588
R.06-04-009

LARS KVALE
CENTER FOR RESOURCE SOLUTIONS
PO BOX 39512
SAN FRANCISCO, CA 94129
R.06-04-009

Jonathan Lakritz
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5202
SAN FRANCISCO, CA 94102-3214
R.06-04-009

STEPHANIE LA SHAWN
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, B8R
SAN FRANCISCO, CA 94105
R.06-04-009

SHAY LABRAY
MANAGER, REGULATORY
PACIFICORP
825 NE MULTNOMAH, SUITE 2000
PORTLAND, OR 97232
R.06-04-009

JOHN LAUN
APOGEE INTERACTIVE, INC.
1220 ROSECRANS ST., SUITE 308
SAN DIEGO, CA 92106
R.06-04-009

Diana L. Lee
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 4300
SAN FRANCISCO, CA 94102-3214
R.06-04-009

BRENDA LEMAY
DIRECTOR
HORIZON WIND ENERGY
1600 SHATTUCK, SUITE 222
BERKELEY, CA 94709
R.06-04-009

MAUREEN LENNON
WHITE & CASE
633 WEST 5TH STREET, SUITE 1900
California Cogeneration Council (CCC)
LOS ANGELES, CA 90071
R.06-04-009

JOHN W. LESLIE
ATTORNEY AT LAW
LUCE, FORWARD, HAMILTON & SCRIPPS, LLP
11988 EL CAMINO REAL, SUITE 200
SAN DIEGO, CA 92130
R.06-04-009

DONALD C. LIDDELL
DOUGLASS & LIDDELL
2928 2ND AVENUE
SAN DIEGO, CA 92103
R.06-04-009

KAREN LINDH
LINDH & ASSOCIATES
7909 WALERGA ROAD, NO. 112, PMB119
CMTA
ANTELOPE, CA 95843
R.06-04-009

STEVEN G. LINS
CITY OF GLENDALE
613 EAST BROADWAY, SUITE 220
GLENDALE, CA 91206-4394
R.06-04-009

GRACE LIVINGSTON-NUNLEY
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000 MAIL CODE B9A
SAN FRANCISCO, CA 94177
R.06-04-009

James Loewen
CALIF PUBLIC UTILITIES COMMISSION
320 WEST 4TH STREET SUITE 500
LOS ANGELES, CA 90013
R.06-04-009

BILL LOCKYER
STATE ATTORNEY GENERAL
STATE OF CALIFORNIA, DEPT OF JUSTICE
PO BOX 944255
SACRAMENTO, CA 94244-2550
R.06-04-009

JODY S. LONDON
M.P.A
PO BOX 3629
OAKLAND, CA 94609
R.06-04-009

LAD LORENZ
V.P. REGULATORY AFFAIRS
SOUTHERN CALIFORNIA GAS COMPANY
601 VAN NEW AVENUE, SUITE 2060
SAN FRANCISCO, CA 94102
R.06-04-009

BARRY LOVELL
BERRY PETROLEUM COMPANY
PO BOX 925
PO BOX 925
TAFT, CA 93268
R.06-04-009

ED LUCHA
PROJECT COORDINATOR
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 770000, MAIL CODE: B9A
PO BOX 770000
SAN FRANCISCO, CA 94177
R.06-04-009

FRANK LUCHETTI
NEVADA DIV. OF ENVIRONMENTAL
PROTECTION
901 S. STEWART ST., SUITE 4001
CARSON CITY, NV 89701
R.06-04-009

JANE E. LUCKHARDT
ATTORNEY AT LAW
DOWNEY BRAND LLP
555 CAPITOL MALL, 10TH FLOOR
SACRAMENTO, CA 95814
R.06-04-009

LYNELLE LUND
GENERAL COUNSEL
COMMERCE ENERGY, INC.
600 ANTON BLVD., STE 2000
COSTA MESA, CA 92626
R.06-04-009

MARY LYNCH
REGULATORY AND LEGISTLATIVE AFFAIRS
CONSTELLATION ENERGY COMMODITIES
GROUP
2377 GOLD MEADOW WAY, STE. 100
GOLD RIVER, CA 95670
R.06-04-009

BILL LYONS
CORAL POWER, LLC
4445 EASTGATE MALL, SUITE 100
SAN DIEGO, CA 92121
R.06-04-009

JACLYN MARKS
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE.
DIVISION OF STRATEGIC PLANNING
SAN FRANCISCO, CA 94102
R.06-04-009

MARTIN MATTES
NOSSAMAN GUTHNER KNOW & ELLIOTT,
LLP
50 CALIFORNIA STREET, 34TH FLOOR
SAN FRANCISCO, CA 94111
R.06-04-009

CHRISTOPHER J. MAYER
MODESTO IRRIGATION DISTRICT
1231 11TH STREET
MODESTO, CA 95354
R.06-04-009

MICHAEL MAZUR
3 PHASES ELECTRICAL CONSULTING
2100 SEPULVEDA BLVD., SUITE 37
MANHATTAN BEACH, CA 90266
R.06-04-009

KEITH MC CREA
ATTORNEY AT LAW
SUTHERLAND, ASBILL & BRENNAN
1275 PENNSYLVANIA AVENUE, NW
WASHINGTON, DC 20004-2415
R.06-04-009

RICHARD MCCANN
M.CUBED
2655 PORTAGE BAY ROAD, SUITE 3
DAVIS, CA 95616
R.06-04-009

BARRY F MCCARTHY
ATTORNEY AT LAW
MCCARTHY & BERLIN, LLP
100 PARK CENTER PLAZA, SUITE 501
SAN JOSE, CA 95113
R.06-04-009

MIKE MCCORMICK
CALIFORNIA CLIMATE ACTION REGISTRY
515 S FLOWER ST. 1305
LOS ANGELES, CA 90071
R.06-04-009

KAREN MCDONALD
POWEREX CORPORATION
666 BURRAND STREET
VANCOUVER, BC V6C 2X8
CANADA
R.06-04-009

MARY MCDONALD
DIRECTOR OF STATE AFFAIRS
CAISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

JEN MCGRAW
CENTER FOR NEIGHBORHOOD
TECHNOLOGY
PO BOX 14322
SAN FRANCISCO, CA 94114
R.06-04-009

BRUCE MCLAUGHLIN
BRAUN & BLAISING P.C.
8066 GARRYANNA DRIVE
CITRUS HEIGHTS, CA 95610
R.06-04-009

RACHEL MCMAHON
CEERT
1100 11TH STREET, SUITE 311
SACRAMENTO, CA 95814
R.06-04-009

BRIAN MCQUOWN
RELIANT ENERGY
7251 AMIGO ST., SUITE 120
LAS VEGAS, NV 89119
R.06-04-009

ELENA MELLO
SIERRA PACIFIC POWER COMPANY
6100 NEIL RD.
RENO, NV 89511
R.06-04-009

KAREN NORENE MILLS
ATTORNEY AT LAW
CALIFORNIA FARM BUREAU FEDERATION
2300 RIVER PLAZA DRIVE
SACRAMENTO, CA 95833
R.06-04-009

CYNTHIA K. MITCHELL
ECONOMIC CONSULTING INC.
530 COLGATE COURT
RENO, NV 89503
R.06-04-009

Harvey Y. Morris
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3214
R.06-04-009

Lainie Motamedi
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5119
SAN FRANCISCO, CA 94102-3214
R.06-04-009

ED MOLDAVSKY
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE. LEGAL DIVISION RM
5125
SAN FRANCISCO, CA 94102
R.06-04-009

RONALD MOORE
SOCAL WATER/BEAR VALLEY ELECTRIC
630 EAST FOOTHILL BLVD.
SAN DIMAS, CA 91773
R.06-04-009

GREGG MORRIS
GREEN POWER INSTITUTE
2039 SHATTUCK AVE., SUITE 402
BERKELEY, CA 94704
R.06-04-009

STEVEN MOSS
FRANCISCO COMMUNITY POWER COOPERATIVE
2325 3RD STREET, STE 344
SAN FRANCISCO, CA 94120
R.06-04-009

PHILLIP J. MULLER
SCD ENERGY SOLUTIONS
436 NOVA ALBION WAY
SAN RAFAEL, CA 94903
R.06-04-009

CLYDE S. MURLEY
INDEPENDENT CONSULTANT
600 SAN CARLOS AVENUE
ALBANY, CA 94706
R.06-04-009

ERIN M MURPHY
MCDERMOTT WILL & EMERY LLP
600 THIRTEENTH STREET, N.W.
WASHINGTON, DC 20005
R.06-04-009

SARA STECK MYERS
ATTORNEY AT LAW
LAW OFFICES OF SARA STECK MYERS
122 - 28TH AVENUE
SAN FRANCISCO, CA 94121
R.06-04-009

JESSICA NELSON
PLUMAS-SIERRA RURAL ELECTRIC CO-OP
73233 HIGHWAY 70 STE A
PO BOX 2000
PORTOLA, CA 96122-2000
R.06-04-009

RICK NOGER
PRAXAIR PLAINFIELD, INC.
2711 CENTERVILLE ROAD, SUITE 400
WILMINGTON, DE 19808
R.06-04-009

KELLY NORWOOD
RATES AND REGULATION DEPARTMENT
AVISTA UTILITIES
PO BOX 3727, MSC-29
SPOKANE, WA 99220-3727
R.06-04-009

TIMOTHY R. ODIL
MCKENNA LONG & ALDRIDGE LLP
1875 LAWRENCE STREET, SUITE 200
Center for Energy and Economic Development
DENVER, CO 80202
R.06-04-009

JOSEPH M. PAUL
SENIOR CORPORATE COUNSEL
DYNEGY
2420 CAMINO RAMON SUITE 215
SAN RAMON, CA 94583
R.06-04-009

CARL PECHMAN
POWER ECONOMICS
901 CENTER STREET
SANTA CRUZ, CA 95060
R.06-04-009

NORMAN A. PEDERSEN
ATTORNEY AT LAW
HANNA AND MORTON LLP
444 FLOWER STREET, SUITE 2050
LOS ANGELES, CA 90071
R.06-04-009

ROGER PELOTE
WILLIAMS POWER COMPANY, INC.
12736 CALIFA STREET
VALLEY VILLAGE, CA 91607
R.06-04-009

JANIS C. PEPPER
CLEAN POWER MARKETS, INC.
418 BENVENUE AVENUE
LOS ALTOS, CA 94024
R.06-04-009

JOEL PERLSTEIN
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVE. LEGAL DIVISION RM 5133
SAN FRANCISCO, CA 94102
R.06-04-009

CARLA PETERMAN
1815 BLAKE ST., APT. A
BERKELEY, CA 94703
R.06-04-009

COLIN PETHERAM
DIRECTOR-REGULATORY
SBC CALIFORNIA
140 NEW MONTGOMERY ST., SUITE 1325
SAN FRANCISCO, CA 94105
R.06-04-009

ROBERT L. PETTINATO
LOS ANGELES DEPARTMENT OF WATER & POWER
111 NORTH HOPE STREET, ROOM 1151
LOS ANGELES, CA 90012-0100
R.06-04-009

PHILIP D. PETTINGILL
CAISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

EDWARD G. POOLE
ATTORNEY AT LAW
ANDERSON & POOLE
601 CALIFORNIA STREET, SUITE 1300
SAN FRANCISCO, CA 94108-2818
R.06-04-009

BRIAN POTTS
ONE SOUTH PINCKNEY STREET
MADISON, WI 53703
R.06-04-009

RASHA PRINCE
SOUTHERN CALIFORNIA GAS COMPANY
555 WEST 5TH STREET, ML 14D6
LOS ANGELES, CA 90013
R.06-04-009

BALWANT S. PUREWAL
DEPARTMENT OF WATER RESOURCES
3310 EL CAMINO AVE., LL-90
SACRAMENTO, CA 95821
R.06-04-009

ADRIAN PYE
ENERGY AMERICA, LLC
263 TRESSER BLVD.
STAMFORD, CT 6901
R.06-04-009

Kristin Ralff Douglas
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5119
SAN FRANCISCO, CA 94102-3214
R.06-04-009

STEVE RAHON
SAN DIEGO GAS & ELECTRIC COMPANY
8330 CENTURY PARK COURT, CP32C
SAN DIEGO, CA 92123-1548
R.06-04-009

TIFFANY RAU
POLICY AND COMMUNICATIONS MANAGER
CARSON HYDROGEN POWER PROJECT LLC
ONE WORLD TRADE CENTER, SUITE 1600
LONG BEACH, CA 90831-1600
R.06-04-009

JOHN R. REDDING
ARCTURUS ENERGY CONSULTING
44810 ROSEWOOD TERRACE
MENDOCINO, CA 95460
R.06-04-009

JANILL RICHARDS
DEPUTY ATTORNEY GENERAL
CALIFORNIA ATTORNEY GENERAL'S OFFICE
1515 CLAY STREET, 20TH FLOOR
OAKLAND, CA 94702
R.06-04-009

Grant Rosenblum
STAFF COUNSEL
ELECTRICITY OVERSIGHT BOARD
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

THEODORE ROBERTS
SEMPRA ENERGY
101 ASH STREET, HQ 13D
SAN DIEGO, CA 92101-3017
R.06-04-009

JAMES ROSS
REGULATORY & COGENERATION SERVICES, INC.
500 CHESTERFIELD CENTER, SUITE 320
CHESTERFIELD, MO 63017
R.06-04-009

Nancy Ryan
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5217
SAN FRANCISCO, CA 94102-3214
R.06-04-009

SAM SADLER
OREGON DEPARTMENT OF ENERGY
625 NE MARION STREET
SALEM, OR 97301-3737
R.06-04-009

JUDITH SANDERS
CALIFORNIA INDEPENDENT SYSTEM OPER. CORP
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

MIKE SANDLER
4731 LA VILLA MARINA, UNIT B
MARINA DEL REY, CA 90292
R.06-04-009

SOUMYA SASTRY
PO BOX 770000
SAN FRANCISCO, CA 94177
R.06-04-009

Don Schultz
CALIF PUBLIC UTILITIES COMMISSION
770 L STREET, SUITE 1050
RM. SCTO
SACRAMENTO, CA 95814
R.06-04-009

JANINE L. SCANCARELLI
FOLGER LEVIN & KAHN LLP
275 BATTERY STREET, 23RD FLOOR
SAN FRANCISCO, CA 94111
R.06-04-009

MICHAEL SCHEIBLE
DEPUTY EXECUTIVE OFFICER
CALIFORNIA AIR RESOURCES BOARD
1001 I STREET
SACRAMENTO, CA 95677
R.06-04-009

JENINE SCHENK
APS ENERGY SERVICES
400 E. VAN BUREN STREET, SUITE 750
PHOENIX, AZ 85004
R.06-04-009

STEVEN SCHLEIMER
DIRECTOR,COMPLIANCE & REGULATORY AFFAIRS
BARCLAYS BANK, PLC
200 PARK AVENUE, FIFTH FLOOR
NEW YORK, NY 10166
R.06-04-009

REED V. SCHMIDT
BARTLE WELLS ASSOCIATES
1889 ALCATRAZ AVENUE
California City-County Street Light Assoc.
BERKELEY, CA 94703-2714
R.06-04-009

LISA SCHWARTZ
SENIOR ANALYST
ORGEON PUBLIC UTILITY COMMISSION
PO BOX 2148
SALEM, OR 97308-2148
R.06-04-009

MONICA A. SCHWEBS
BINGHAM MCCUTCHEN LLP
1333 N. CALIFORNIA BLVD. SUITE 210
WALNUT CREEK, CA 94596
R.06-04-009

PAUL M. SEBY
MCKENNA LONG & ALDRIDGE LLP
1875 LAWRENCE STREET, SUITE 200
DENVER, CO 80202
R.06-04-009

NORA E. SHERIFF
ATTORNEY AT LAW
ALCANTAR & KAHL LLP
120 MONTGOMERY STREET, SUITE 2200
SAN FRANCISCO, CA 94104
R.06-04-009

DAN SILVERIA
SURPRISE VALLEY ELECTRIC COOPERATIVE
PO BOX 691
ALTURAS, CA 96101
R.06-04-009

KEVIN J. SIMONSEN
ENERGY MANAGEMENT SERVICES
646 EAST THIRD AVE
DURANGO, CO 81301
R.06-04-009

DEBORAH SLON
DEPUTY ATTORNEY GENERAL, ENVIRONMENT
OFFICE OF THE ATTORNEY GENERAL
1300 I STREET, 15TH FLOOR
SACRAMENTO, CA 95814
R.06-04-009

Donald R Smith
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 4209
SAN FRANCISCO, CA 94102-3214
R.06-04-009

AIMEE M. SMITH
ATTORNEY AT LAW
SEMPRA ENERGY
101 ASH STREET HQ13
SAN DIEGO, CA 92101
R.06-04-009

GLORIA D. SMITH
ADAMS, BROADWELL, JOSEPH & CARDOZO
601 GATEWAY BLVD., SUITE 1000
SOUTH SAN FRANCISCO, CA 94080
R.06-04-009

RICHARD SMITH
MODESTO IRRIGATION DISTRICT
PO BOX 4060
MODESTO, CA 95352-4060
R.06-04-009

JEANNE SOLE
DEPUTY CITY ATTORNEY
CITY AND COUNTY OF SAN FRANCISCO
1 DR. CARLTON B. GOODLETT PLACE, RM. 234
SAN FRANCISCO, CA 94102
R.06-04-009

DARRELL SOYARS
MANAGER-RESOURCE PERMITTING&STRATEGIC
6100 NEIL ROAD
RENO, NV 89520-0024
R.06-04-009

JAMES D. SQUERI
ATTORNEY AT LAW
GOODIN MACBRIDE SQUERI RITCHIE & DAY LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
R.06-04-009

SEEMA SRINIVASAN
ALCANTAR & KAHL
120 MONTGOMERY STREET, SUITE 2200
SAN FRANCISCO, CA 94104
R.06-04-009

F. Jackson Stoddard
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5040
SAN FRANCISCO, CA 94102-3214
R.06-04-009

ANNIE STANGE
ALCANTAR & KAHL
1300 SW FIFTH AVE., SUITE 1750
PORTLAND, OR 97210
R.06-04-009

MERIDETH TIRPAK STERKEL
CALIFORNIA PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
AREA 4-A
SAN FRANCISCO, CA 94102-3214
R.06-04-009

NINA SUETAKE
THE UTILITY REFORM NETWORK
711 VAN NESS AVE., STE 350
SAN FRANCISCO, CA 94102
R.06-04-009

ADRIAN E. SULLIVAN
SEMPRA ENERGY
101 ASH STREET, HQ13D
SAN DIEGO, CA 92101
R.06-04-009

KENNY SWAIN
POWER ECONOMICS
901 CENTER STREET
SANTA CRUZ, CA 95060
R.06-04-009

Jeorge S Tagnipes
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ENERGY DIVISION AREA 4-A
SAN FRANCISCO, CA 94102-3214
R.06-04-009

Christine S Tam
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 4209
SAN FRANCISCO, CA 94102-3214
R.06-04-009

Charlotte TerKeurst
CALIF PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
ROOM 5021
SAN FRANCISCO, CA 94102-3214
R.06-04-009

KAREN TERRANOVA
ALCANTAR & KAHL
120 MONTGOMERY STREET SUITE 2200
SAN FRANCISCO, CA 94104
R.06-04-009

EDWARD J TIEDEMANN
KRONICK, MOSKOVITZ, TIEDEMANN & GIRARD
400 CAPITOL MALL, 27TH FLOOR
SACRAMENTO, CA 95814-4416
R.06-04-009

SCOTT TOMASHEFSKY
REGULATORY AFFAIRS MANAGER
NORTHERN CALIFORNIA POWER AGENCY
180 CIRBY WAY
NORTHERN CALIFORNIA POWER AGENCY
ROSEVILLE, CA 95678
R.06-04-009

MARK C TREXLER
TREXLER CLIMATE+ENERGY SERVICES, INC.
529 SE GRAND AVE,M SUITE 300
PORTLAND, OR 97214-2232-2232
R.06-04-009

ANN L. TROWBRIDGE
ATTORNEY AT LAW
DOWNEY BRAND, LLP
555 CAPITOL MALL, 10TH FLOOR
SACRAMENTO, CA 95814-4686
R.06-04-009

LISA URICK
ATTORNEY AT LAW
SAN DIEGO GAS & ELECTRIC COMPANY
555 W. FIFTH STREET, SUITE 1400
LOS ANGELES, CA 90013
R.06-04-009

ANDREW J. VAN HORN
VAN HORN CONSULTING
12 LIND COURT
ORINDA, CA 94563
R.06-04-009

ROGER VANHOY
ASSISTANT GENERAL MANAGER
MODESTO IRRIGATION DISTRICT
1231 11TH STREET
MODESTO, CALIFORNIA 95352
R.06-04-009

EDWARD VINE
LAWRENCE BERKELEY NATIIONAL LAB
BUILDING 90-4000
BERKELEY, CA 94720
R.06-04-009

SYMONE VONGDEUANE
SEMPRA ENERGY SOLUTIONS
101 ASH STREET, HQ09
SAN DIEGO, CA 92101-3017
R.06-04-009

DEVRA WANG
STAFF SCIENTIST
NATURAL RESOURCES DEFENSE COUNCIL
111 SUTTER STREET, 20TH FLOOR
SAN FRANCISCO, CA 94104
R.06-04-009

ERIC WANLESS
NATURAL RESOURCES DEFENSE COUNCIL
111 SUTTER STREET, 20TH FLOOR
SAN FRANCISCSO, CA 95104
R.06-04-009

CHRISTOPHER J. WARNER
ATTORNEY AT LAW
PACIFIC GAS AND ELECTRIC COMPANY
PO BOX 7442
SAN FRANCISCO, CA 94120
R.06-04-009

JOY WARREN
MODESTO IRRIGATION DISTRICT
1231 11TH STREET
MODESTO, CA 95354
R.06-04-009

LISA WEINZIMER
CALIFORNIA ENERGY REPORTER
PLATTS
695 NINTH AVENUE, NO. 2
SAN FRANCISCO, CA 94118
R.06-04-009

VIRGIL WELCH
CLIMATE CAMPAIGN COORDINATOR
ENVIRONMENTAL DEFENSE
1107 9TH STREET, SUITE 540
SACRAMENTO, CA 95814
R.06-04-009

ANDREA WELLER
DIRECTOR
STRATEGIC ENERGY LLC
3130 D BALFOUR ROAD, SUITE 290
BRENTWOOD, CA 94513
R.06-04-009

WILLIAM W. WESTERFIELD, III
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS L.L.P.
2015 H STREET
SACRAMENTO, CA 95814
R.06-04-009

GREGGORY L. WHEATLAND
ATTORNEY AT LAW
ELLISON, SCHNEIDER & HARRIS
2015 H STREET
SACRAMENTO, CA 95814
R.06-04-009

JOSEPH F. WIEDMAN
GOODIN MACBRIDE SQUERI RITCHIE & DAY,LLP
505 SANSOME STREET, SUITE 900
SAN FRANCISCO, CA 94111
R.06-04-009

VALERIE J. WINN
PACIFIC GAS AND ELECTRIC COMPANY
77 BEALE STREET, B9A
SAN FRANCISCO, CA 94105
R.06-04-009

RYAN WISER
BERKELEY LAB
ONE CYCLOTRON ROAD
BERKELEY, CA 94720
R.06-04-009

ELLEN WOLFE
RESERO CONSULTING
9289 SHADOW BROOK PL.
GRANITE BAY, CA 95746
R.06-04-009

CATHY S. WOOLLUMS
MIDAMERICAN ENERGY HOLDINGS COMPANY
106 EAST SECOND STREET
DAVENPORT, IA 52801
R.06-04-009

E. J. WRIGHT
OCCIDENTIAL ENERGY MARKETING, INC.
5 GREENWAY PLAZA, SUITE 110
HOUSTON, TX 77046
R.06-04-009

MICHAEL A YUFFEE
MCDERMOTT, WILL & EMERY
600 13TH ST NW
WASHINGTON, DC 20005-3005
R.06-04-009

CALIFORNIA ENERGY MARKETS
517-B POTRERO AVE.
SAN FRANCISCO, CA 94110-1431
R.06-04-009

LEGAL & REGULATORY DEPARTMENT
CALIFORNIA ISO
151 BLUE RAVINE ROAD
FOLSOM, CA 95630
R.06-04-009

MRW & ASSOCIATES, INC.
1814 FRANKLIN ST. SUITE 720
OAKLAND, CA 94612-3517
R.06-04-009